

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM613088

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Microspecialties, LLC		07/14/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	The Toronto-Dominion Bank		
Street Address:	1350 boul. Rene Levesque West		
Internal Address:	7th Floor		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H3G 1T4		
Entity Type:	Canadian chartered bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5888406	PRO-PAKS	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-467-8800		
Email:	mjhoran@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255 - IPLaw@Vorys		
Address Line 2:	ATTN: Vincent C. Lombardozzi		
Address Line 4:	Columbus, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	049089-20		
NAME OF SUBMITTER:	Miranda Horan		
SIGNATURE:	/MirandaHoran/		
DATE SIGNED:	12/08/2020		
Total Attachments: 31			
source=02 - US Guarantee and Security Agreement dated July 14, 2017 - The Toronto-Dominion Bank#page1.tif			
source=02 - US Guarantee and Security Agreement dated July 14, 2017 - The Toronto-Dominion Bank#page2.tif			

CH \$40.00 5888406

[illegible]

GUARANTEE AND SECURITY AGREEMENT

GUARANTEE AND SECURITY AGREEMENT dated as of July 14, 2017, between each entity identified under the caption "OBLIGORS" on the signature pages hereto and each entity, if any, that becomes an "Grantor" hereunder as contemplated by Section 6.12 (individually, an "**Grantor**" and, collectively, the "**Grantors**"), and The Toronto-Dominion Bank, as lender under the Credit Agreement referred to below (the "**Lender**").

7761210 Canada Inc., a corporation organized under the laws of Canada (the "**Borrower**") and the Lender are parties to an Amended and Restated Credit Agreement dated as of July 10, 2017 (as further amended, supplemented, amended and restated, replaced or otherwise modified and in effect from time to time, the "**Credit Agreement**"), providing, subject to the terms and conditions thereof, for extensions of credit (by means of loans, bankers' acceptances and letters of credit) to be made by the Lender to the Borrower. In addition, the Borrower may from time to time be obligated to the Lender in respect of one or more Hedge Contracts under and as defined in the Credit Agreement.

To induce the Lender to enter into the Credit Agreement and to extend credit thereunder and under the Hedge Contracts, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor has agreed to guarantee the Guaranteed Obligations (as hereinafter defined) and grant a security interest in the Collateral (as so defined) as security for the Secured Obligations (as so defined).

Accordingly, the parties hereto agree as follows:

Section 1. Definitions, Etc.

1.01 Terms Generally. Terms used herein and not otherwise defined herein are used herein as defined in the Credit Agreement.

1.02 Certain Uniform Commercial Code Terms. As used herein, the terms "**Accession**", "**Account**", "**As-Extracted Collateral**", "**Chattel Paper**", "**Commodity Account**", "**Commodity Contract**", "**Deposit Account**", "**Document**", "**Electronic Chattel Paper**", "**Equipment**", "**Fixture**", "**General Intangible**", "**Goods**", "**Instrument**", "**Inventory**", "**Investment Property**", "**Letter-of-Credit Right**", "**Payment Intangible**", "**Proceeds**", "**Promissory Note**", "**Software**" and "**Tangible Chattel Paper**" have the respective meanings set forth in Article 9 of the NYUCC, and the terms "**Certificated Security**", "**Entitlement Holder**", "**Financial Asset**", "**Instruction**", "**Securities Account**", "**Security**", "**Security Certificate**", "**Security Entitlement**" and "**Uncertificated Security**" have the respective meanings set forth in Article 8 of the NYUCC.

1.03 Additional Definitions. In addition, as used herein:

"**Bankruptcy Code**" shall mean Chapter 11 of Title 11 of the United States Code, as amended from time to time, and any successor statute and all rules and regulations promulgated thereunder.

U.S. Guarantee and Security Agreement

“Collateral” has the meaning assigned to such term in Section 4.

“Copyright Collateral” means all Copyrights, whether now owned or hereafter acquired by any Grantor, including each Copyright identified in Annex 6(A) hereto or in any Guarantee Assumption Agreement.

“Copyrights” means all copyrights, copyright registrations and applications for copyright registrations, including all renewals and extensions thereof, all rights to recover for past, present or future infringements thereof and all other rights whatsoever accruing thereunder or pertaining thereto.

“Debtor Relief Law” means any bankruptcy, insolvency, reorganization moratorium or other law affecting the rights of creditors generally.

“Excluded Account” means (a) Deposit Accounts solely for the purpose of funding payroll, payroll taxes and other compensation and benefits to employees and (b) fiduciary accounts.

“ECP” means an “eligible contract participant” as defined in Section 1(a)(18) of the United States Commodity Exchange Act or any regulations promulgated thereunder and the applicable rules issued by the United States Commodity Futures Trading Commission and/or the United States Securities Exchange Commission.

“Excluded Swap Obligation” means, with respect to any Grantor, any Specified Swap Obligation if, and to the extent that, all or a portion of the guarantee of such Grantor under this Agreement of, or the grant by such Grantor of a security interest to secure, such Specified Swap Obligation (or any guarantee thereof) is or becomes illegal under the United States Commodity Exchange Act or any rule, regulation or order of the United States Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Grantor’s failure for any reason to constitute an ECP at the time the guarantee of such Grantor or the grant of such security interest becomes effective with respect to such Specified Swap Obligation. If a Specified Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Specified Swap Obligation that is attributable to swaps for which such guarantee or security interest is or becomes illegal.

“Excluded Assets” has the meaning assigned to such term in Section 4.

“Foreign Subsidiary” means any Subsidiary that is a controlled foreign corporation under Section 957 of the Internal Revenue Code.

“Guarantee Assumption Agreement” has the meaning assigned to such term in Section 6.12.

“Guaranteed Obligations” has the meaning assigned to such term in Section 2.01.

“Initial Pledged Shares” means the Shares of each Issuer beneficially owned by any Grantor on the date hereof identified in Annex 3 (Part A).

“Intellectual Property” means, collectively, all Copyright Collateral, all Patent Collateral and all Trademark Collateral, together with (a) all inventions, processes, production methods, proprietary information, know-how and trade secrets; (b) all licenses or user or other agreements granted to any Grantor with respect to any of the foregoing, in each case whether now or hereafter owned or used; (c) all information, customer lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs; (d) all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured; (e) all accounting information and all media in which or on which any information or knowledge or data or records may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; (f) all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held by any Grantor; and (g) all causes of action, claims and warranties now or hereafter owned or acquired by any Grantor in respect of any of the items listed above.

“Issuers” means, collectively, (a) the respective Persons identified on Annex 3 (Part A) under the caption **“Issuer”**, (b) any other Person that shall at any time be a Subsidiary of any Grantor, and (c) the issuer of any equity securities hereafter owned by any Grantor.

“NYUCC” means the Uniform Commercial Code as in effect from time to time in the State of New York.

“Patent Collateral” means all Patents, whether now owned or hereafter acquired by any Grantor, including each Patent identified in Annex 6(A) hereto or in any Guarantee Assumption Agreement, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect thereto.

“Patents” means all patents and patent applications, including the inventions and improvements described and claimed therein together with the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, all damages and payments for past or future infringements thereof and rights to sue therefor, and all rights corresponding thereto throughout the world.

"Pledged Shares" means, collectively, (i) the Initial Pledged Shares and (ii) all other Shares of any Issuer now or hereafter owned by any Grantor, together in each case with (a) all certificates representing the same, (b) all shares, securities, moneys or other property representing a dividend on or a distribution or return of capital on or in respect of the Pledged Shares, or resulting from a split-up, revision, reclassification or other like change of the Pledged Shares or otherwise received in exchange therefor, and any warrants, rights or options issued to the holders of, or otherwise in respect of, the Pledged Shares, and (c) without prejudice to any provision of any of the Loan Documents prohibiting any merger or consolidation by an Issuer, all Shares of any successor entity of any such merger or consolidation.

"Post Petition Interest" means any interest or expenses accruing or arising after the commencement of any case with respect to the Borrower or any Guarantor under any Debtor Relief Law (whether or not such interest or expenses are allowed or allowable as a claim in whole or in part in such case).

"Proceeding" means any voluntary or involuntary insolvency, bankruptcy, act of bankruptcy, debtor or creditor protection proceeding, receivership, custodianship, liquidation, dissolution, reorganization, compromise, plan of arrangement, moratorium or other relief, assignment for the benefit of creditors, assignment in bankruptcy, making of a proposal or filing of a notice of intention to make a proposal, appointment of a custodian, receiver, interim-receiver, receiver-manager, monitor, trustee or other officer with similar powers or any other proceeding for the liquidation, dissolution or other winding up of a Person.

"Secured Creditors" means, collectively, the Lender as well as its successors and permitted assigns.

"Secured Obligations" means, collectively, (a) all obligations of each Grantor in respect of its Guarantee under Section 2 and under the other Loan Documents, (b) all obligations of the Grantors to the Secured Creditors or any of them hereunder and (c) in the case of each of the foregoing, including all interest thereon and expenses related thereto, including any Post Petition Interest.

"Shares" means shares of capital stock of a corporation, as well as interests, partnership interests and other ownership or equity interests of any class in any Person.

"Specified Swap Obligation" means, with respect to any Grantor, any obligation to pay or perform under any agreement, contract or transaction, including under any Hedge Contract, that constitutes a "swap" within the meaning of Section 1a(47) of the United States Commodity Exchange Act or any rules or regulations promulgated thereunder.

"Trademark Collateral" means all Trademarks, whether now owned or hereafter acquired by any Grantor, including each Trademark identified in Annex 6(A) hereto or in

any Guarantee Assumption Agreement, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark. Notwithstanding the foregoing, the Trademark Collateral does not and shall not include any Trademark that would be rendered invalid, abandoned, void or unenforceable by reason of its being included as part of the Trademark Collateral.

“Trademarks” means all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations (except for “intent to use” applications for trademark and service mark registrations, unless and until a statement of use has been filed with the United States Patent and Trademark Office), including all renewals of trademark and service mark registrations, all rights to recover for all past, present and future infringements thereof and all rights to sue therefor, and all rights corresponding thereto throughout the world.

Section 2. **Guarantee.**

2.01 **The Guarantee.** The Grantors hereby jointly and severally guarantee to each of the Secured Creditors and their respective successors and assigns the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) of

(a) all obligations, indebtedness and liabilities of the Borrower to the Lender under or in connection with the Credit Agreement or any other Loan Documents, including all principal of an interest on the Loans and all fees, indemnification payments and other amounts whatsoever, whether direct or indirect, absolute or contingent, now or hereafter from time to time owing in respect of the Revolving Facility; and

(b) all obligations of the Borrower or any other Loan Party to the Lender under any Hedge Contract,

in each case strictly in accordance with the terms thereof and including all Post Petition Interest, whether or not such Post Petition Interest is allowed as a claim in such proceeding (such obligations, other than Excluded Swap Obligations, being herein collectively called the **“Guaranteed Obligations”**). The Grantors hereby further jointly and severally agree that if the Borrower shall fail to pay in full when due (whether at stated maturity, by acceleration or otherwise) any of the Guaranteed Obligations, the Grantors will promptly pay the same, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Guaranteed Obligations, the same will be promptly paid in full when due (whether at extended maturity, by acceleration or otherwise) in accordance with the terms of such extension or renewal.

2.02 **Obligations Unconditional.** Obligations of the Grantors under Section 2.01 are absolute and unconditional, joint and several, irrespective of the value, genuineness, validity, regularity or enforceability of the obligations of the Borrower under the Credit Agreement or any other agreement or instrument referred to herein or therein, or any

substitution, release or exchange of any other guarantee of or security for any of the Guaranteed Obligations, and, to the fullest extent permitted by applicable law, irrespective of any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, it being the intent of this Section 2.02 that the obligations of the Grantors hereunder shall be absolute and unconditional, joint and several, under any and all circumstances. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not alter or impair the liability of the Grantors hereunder, which shall remain absolute and unconditional as described above:

- (i) at any time or from time to time, without notice to the Grantors, the time for any performance of or compliance with any of the Guaranteed Obligations shall be extended, or such performance or compliance shall be waived;
- (ii) any of the acts mentioned in any of the provisions of the Credit Agreement or any other agreement or instrument referred to herein or therein shall be done or omitted;
- (iii) the maturity of any of the Guaranteed Obligations shall be accelerated, or any of the Guaranteed Obligations shall be modified, supplemented or amended in any respect, or any right under the Credit Agreement or any other agreement or instrument referred to herein or therein shall be waived or any other guarantee of any of the Guaranteed Obligations or any security therefor shall be released or exchanged in whole or in part or otherwise dealt with; or
- (iv) any lien or security interest granted to, or in favor of, any Secured Creditor as security for any of the Guaranteed Obligations shall fail to be perfected.

Each Grantor hereby expressly waives diligence, presentment, demand of payment, protest and all notices whatsoever, any defense based on any right of set-off or counterclaim against or in respect of the obligations of such Grantor under this Section 2, and any requirement that any Secured Creditor exhaust any right, power or remedy or proceed against the Borrower under the Credit Agreement or any other agreement or instrument referred to herein or therein, or against any other Person under any other guarantee of, or security for, any of the Guaranteed Obligations.

2.03 Reinstatement. The obligations of the Grantors under this Section 2 shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of the Borrower in respect of the Guaranteed Obligations is rescinded or must be otherwise restored by any holder of any of the Guaranteed Obligations, whether as a result of any Proceedings in bankruptcy or reorganization or otherwise, and the Grantors jointly and severally agree that they will indemnify the Secured Creditors on demand for all reasonable costs and expenses (including fees of counsel) incurred by the Secured Creditors in connection with such rescission or restoration, including any such costs and expenses incurred in defending against any claim alleging that such payment constituted a preference, fraudulent transfer or similar payment under any Debtor Relief Law.

2.04 **Subrogation.** The Grantors hereby jointly and severally agree that until the payment and satisfaction in full of all Guaranteed Obligations and the expiration and termination of the Revolving Facility they shall not exercise any right or remedy arising by reason of any performance by them of their guarantee in Section 2.01, whether by subrogation or otherwise, against the Borrower or any other guarantor of any of the Guaranteed Obligations or any security for any of the Guaranteed Obligations.

2.05 **Remedies.** The Grantors jointly and severally agree that, as between the Grantors and the Lender, the obligations of the Borrower under the Credit Agreement may be declared to be forthwith due and payable as provided in Article 13 of the Credit Agreement (and shall be deemed to have become automatically due and payable in the circumstances provided in said Article 13) for purposes of Section 2.01 notwithstanding any stay, injunction or other prohibition preventing such declaration (or such obligations from becoming automatically due and payable) as against the Borrower, and that, in the event of such declaration (or such obligations being deemed to have become automatically due and payable), such obligations (whether or not due and payable by the Borrower) shall forthwith become due and payable by the Grantors for purposes of Section 2.01.

2.06 **Instrument for the Payment of Money.** Each Grantor hereby acknowledges that the guarantee in this Section 2 constitutes an instrument for the payment of money, and consents and agrees that any Secured Creditor, at its sole option, in the event of a dispute by such Grantor in the payment of any moneys due hereunder, shall have the right to bring a motion-action under New York CPLR Section 3213.

2.07 **Continuing Guarantee.** The guarantee in this Section 2 is a continuing guarantee, and shall apply to all Guaranteed Obligations whenever arising.

2.08 **Rights of Contribution.** The Grantors hereby agree, as between themselves, that if any Grantor shall become an Excess Funding Guarantor (as defined below) by reason of the payment by such Grantor of any Guaranteed Obligations, then each other Grantor shall, on demand of such Excess Funding Guarantor (but subject to the next sentence), pay to such Excess Funding Guarantor an amount equal to such Grantor's Pro Rata Share (as defined below and determined, for this purpose, without reference to the properties, debts and liabilities of such Excess Funding Guarantor) of the Excess Payment (as defined below) in respect of such Guaranteed Obligations. The payment obligation of any Grantor to any Excess Funding Guarantor under this Section 2.08 shall be subordinate and subject in right of payment to the prior payment in full of the obligations of such Grantor under the other provisions of this Section 2 and such Excess Funding Guarantor shall not exercise any right or remedy with respect to such excess until payment and satisfaction in full of all of such obligations.

For purposes of this Section 2.08, (i) "**Excess Funding Guarantor**" means, in respect of any Guaranteed Obligations, any Grantor that has paid an amount in excess of its Pro Rata Share of such Guaranteed Obligations, (ii) "**Excess Payment**" means, in respect of any Guaranteed Obligations, the amount paid by an Excess Funding Guarantor in excess of its Pro

Rata Share of such Guaranteed Obligations and (iii) “**Pro Rata Share**” means, for any Grantor, the ratio (expressed as a percentage) of (x) the amount by which the aggregate fair saleable value of all properties of such Grantor (excluding any shares of stock or other equity interest of any other Grantor) exceeds the amount of all the debts and liabilities of such Grantor (including contingent, subordinated, unmatured and unliquidated liabilities, but excluding the obligations of such Grantor hereunder and any obligations of any other Grantor that have been Guaranteed by such Grantor) to (y) the amount by which the aggregate fair saleable value of all properties of all of the Grantors exceeds the amount of all the debts and liabilities (including contingent, subordinated, unmatured and unliquidated liabilities, but excluding the obligations of the Grantors hereunder and under the other Loan Documents) of all of the Grantors, determined (A) with respect to any Grantor that is a party hereto on the Effective Date, as of the Effective Date, and (B) with respect to any other Grantor, as of the date such Grantor becomes a Grantor hereunder.

2.09 General Limitation on Guarantee Obligations. In any action or Proceeding involving any state corporate law, or any Debtor Relief Law, if the obligations of any Grantor under Section 2.01 would otherwise, taking into account the provisions of Section 2.08, be held or determined to be void, invalid or unenforceable, or subordinated to the claims of any other creditors, on account of the amount of its liability under Section 2.01, then, notwithstanding any other provision hereof to the contrary, the amount of such liability shall, without any further action by such Grantor, any Secured Party or any other Person, be automatically limited and reduced to the highest amount that is valid and enforceable and not subordinated to the claims of other creditors as determined in such action or Proceeding.

2.10 Taxes. All of the provisions set forth in Section 3.6 (Taxes) of the Credit Agreement are hereby incorporated herein by reference and apply *mutadis mutandis* to this Agreement, and each Grantor agrees to be bound thereby.

2.11 Right of Set-Off; Judgement Currency. All of the provisions set forth in Section 14.4 (Set-off) and Section 14.11 (Judgement Currency) of the Credit Agreement are hereby incorporated herein by reference and apply *mutadis mutandis* to this Agreement, and each Grantor agrees to be bound thereby.

Section 3. Representations and Warranties. Each Grantor represents and warrants to the Lender for the benefit of the Secured Creditors that:

3.01 General Matters.

(a) All of the representations, warranties and covenants as set out in the Credit Agreement are hereby made by each Grantor in respect of itself (to the extent each such representation, warranty or covenant pertains to such Grantor, the business of such Grantor or the Loan Documents to which such Grantor is a party), are incorporated herein by reference and apply *mutadis mutandis* to this Agreement.

(b) In executing and delivering this Agreement, such Grantor has

(i) without reliance on the Lender, or any information received from the Lender, and based upon such documents and information it deems appropriate, made an independent investigation of the transactions contemplated hereby and of the Borrower, the Borrower's business, assets, operations, prospects and condition, financial or otherwise, and any circumstances which may bear upon such transactions, the Borrower or the obligations and risks undertaken herein with respect to the Guaranteed Obligations; (ii) adequate means to obtain from the Borrower on a continuing basis information concerning the Borrower; (iii) has full and complete access to the Loan Documents and any other documents executed in connection with the Loan Documents; and (iv) not relied and will not rely upon any representations or warranties of the Lender not embodied herein or any acts heretofore or hereafter taken by the Lender (including but not limited to any review by the Lender of the affairs of the Borrower).

3.02 **[Reserved]**.

3.03 **Names, Etc.** The full and correct legal name, type of organization, jurisdiction of organization, organizational ID number (if applicable) and mailing address of each Grantor as of the date hereof are correctly set forth in Annex 1.

3.04 **Changes in Circumstances.** Such Grantor has not (a) within the period of four months prior to the date hereof, changed its location (as defined in Section 9-307 of the NYUCC), (b) except as specified in Annex 1, heretofore changed its name, or (c) except as specified in Annex 2, heretofore become a "new debtor" (as defined in Section 9-102(a)(56) of the NYUCC) with respect to a currently effective security agreement previously entered into by any other Person.

3.05 **Pledged Shares.** The Initial Pledged Shares constitute 100% of the issued and outstanding Shares of each Issuer beneficially owned by such Grantor on the date hereof (other than any Shares held in a Securities Account referred to in Annex 4), whether or not registered in the name of such Grantor. Annex 3 (Part A) correctly identifies, as at the date hereof, the respective Issuers of the Initial Pledged Shares and (in the case of any corporate Issuer) the respective class and par value of such Shares and the respective number of such Shares (and registered owner thereof) represented by each such certificate.

The Initial Pledged Shares are, and all other Pledged Shares in which such Grantor shall hereafter grant a security interest pursuant to Section 4 will be, (i) duly authorized, validly existing, fully paid and non-assessable (in the case of any Shares issued by a corporation) and (ii) duly issued and outstanding (in the case of any equity interest in any other entity), and none of such Pledged Shares are or will be subject to any contractual restriction, or any restriction under the charter, by-laws, partnership agreement or other organizational instrument of the respective Issuer thereof, upon the transfer of such Pledged Shares (except for any such restriction contained herein or in the Loan Documents, or under such organizational instruments).

3.06 **Promissory Notes.** Annex 3 (Part B) sets forth a complete and correct list of all Promissory Notes (other than any held in a Securities Account referred to in Annex 4) issued by a Person other than a Loan Party and held by any Grantor on the date hereof having an aggregate principal amount in excess of U.S. \$500,000.

3.07 **Intellectual Property.** Annex 6 sets forth under the name of each Grantor a complete and correct list of all copyright registrations, patents, patent applications, trademark registrations and trademark applications owned by such Grantor on the date hereof (or, in the case of any supplement to said Annex 6, effecting a pledge thereof, as of the date of such supplement).

3.08 **Deposit Accounts and Securities Accounts.** Annex 4 sets forth a complete and correct list of all Deposit Accounts (other than Excluded Accounts), Securities Accounts and Commodity Accounts of the Grantors on the date hereof.

3.09 **Commercial Tort Claims.** Annex 5 sets forth a complete and correct list of all commercial tort claims in excess of U.S. \$500,000 in the aggregate of the Grantors in existence on the date hereof.

3.10 **Fair Labor Standards Act.** Any goods now or hereafter produced by any Grantor or any of its Subsidiaries included in the Collateral have been and will be produced in material compliance with the requirements of the Fair Labor Standards Act, as amended.

Section 4. **Collateral.** As collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor hereby pledges and grants to the Lender for the benefit of the Secured Creditors as hereinafter provided a security interest in all of such Grantor's right, title and interest in, to and under the following property (other than the Excluded Assets), in each case whether tangible or intangible, wherever located, and whether now owned by such Grantor or hereafter acquired and whether now existing or hereafter coming into existence (all of the property described in this Section 4 (other than the Excluded Assets) being collectively referred to herein as "**Collateral**"):

- (a) all Accounts;
- (b) all As-Extracted Collateral;
- (c) all Chattel Paper in excess of U.S. \$500,000 in the aggregate;
- (d) all Deposit Accounts;
- (e) all Documents;
- (f) all Equipment;
- (g) all Fixtures;

- (h) all General Intangibles;
- (i) all Goods not covered by the other clauses of this Section 4;
- (j) the Pledged Shares;
- (k) all Instruments, including all Promissory Notes, in excess of U.S. \$500,000 in the aggregate;
- (l) all Intellectual Property;
- (m) all Inventory;
- (n) all Investment Property not covered by other clauses of this Section 4, including all Securities, all Securities Accounts and all Security Entitlements with respect thereto and Financial Assets carried therein, and all Commodity Accounts and Commodity Contracts;
- (o) all Letter-of-Credit Rights in excess of U.S. \$500,000 in the aggregate;
- (p) all commercial tort claims, as defined in Section 9-102(a)(13) of the NYUCC, arising out of the events described in Annex 5 and in excess of U.S. \$500,000 in the aggregate;
- (q) all other tangible and intangible personal property whatsoever of such Grantor; and
- (r) all Proceeds of any of the Collateral, all Accessions to and substitutions and replacements for, any of the Collateral, and all offspring, rents, profits and products of any of the Collateral, and, to the extent related to any Collateral, all books, correspondence, credit files, records, invoices and other papers (including all tapes, cards, computer runs and other papers and documents in the possession or under the control of such Grantor or any computer bureau or service company from time to time acting for such Grantor),

IT BEING UNDERSTOOD, HOWEVER, that (A) in the case of any of the foregoing that consists of general or limited partnership interests in a general or limited partnership or limited liability company interests in a limited liability company, the security interest hereunder shall be deemed to be created only to the maximum extent permitted under the applicable organizational instrument or law pursuant to which such partnership or limited liability company is formed, (B) in no event shall the security interest granted under this Section 4 attach to any lease, license, contract, property rights or agreement to which any Grantor is a party (or to any of its rights or interests thereunder) if the grant of such security interest would constitute or result in either (x) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor

therein or (y) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective by Section 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code as in effect in the relevant jurisdiction or any other applicable law), (C) the security interest created hereby in Shares constituting voting stock of any Issuer that is a Foreign Subsidiary shall be limited to that portion of such voting stock that does not exceed 65% of the aggregate issued and outstanding stock of such Issuer and (D) any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent that the grant of a security interest therein, or the assignment thereof, would impair the validity or enforceability of such intent-to-use trademark application under applicable United States law (collectively, the "**Excluded Assets**").

Section 5. **Further Assurances; Remedies.** In furtherance of the grant of the security interest pursuant to Section 4, the Grantors hereby jointly and severally agree with the Lender for the benefit of the Secured Creditors as follows:

5.01 **Delivery and Other Perfection.** Each Grantor shall promptly from time to time give, execute, deliver, file, record, authorize or obtain all such financing statements, continuation statements, notices, instruments, documents, agreements or consents or other papers as may be necessary or desirable in the judgment of the Lender to create, preserve, perfect, maintain the perfection of or validate the security interest granted pursuant hereto or to enable the Lender to exercise and enforce its rights hereunder with respect to such security interest, and without limiting the foregoing, shall:

(a) if any of the Pledged Shares, Investment Property or Financial Assets constituting part of the Collateral are received by such Grantor, forthwith (x) deliver to the Lender the certificates or instruments representing or evidencing the same, duly endorsed in blank or accompanied by such instruments of assignment and transfer in such form and substance as the Lender may reasonably request, all of which thereafter shall be held by the Lender, pursuant to the terms of this Agreement, as part of the Collateral and (y) take such other action as the Lender may reasonably deem necessary or appropriate to duly record or otherwise perfect the security interest created hereunder in such Collateral; provided that this clause (a) shall not apply to Investment Property or Financial Assets that do not exceed, in each case, U.S. \$500,000 in the aggregate;

(b) promptly from time to time deliver to the Lender any and all Instruments constituting part of the Collateral, endorsed and/or accompanied by such instruments of assignment and transfer in such form and substance as the Lender may request; provided that this clause (b) shall not apply to Instruments that do not exceed U.S. \$500,000 in the aggregate; provided further that (other than in the case of the promissory notes described in Annex 3 (Part B)) so long as no Event of Default shall have occurred and be continuing, such Grantor may retain for collection in the ordinary course any Instruments received by such Grantor in the ordinary course of business and the Lender shall, promptly upon request of such Grantor (through the Borrower), make appropriate arrangements for making any Instrument delivered by such Grantor available to such

Grantor for purposes of presentation, collection or renewal (any such arrangement to be effected, to the extent requested by the Lender, against trust receipt or like document);

(c) promptly from time to time enter into such control agreements, each in form and substance reasonably acceptable to the Lender, as may be required to perfect the security interest created hereby in any and all Deposit Accounts, Investment Property, Electronic Chattel Paper and Letter-of-Credit Rights, in each case to the extent constituting Collateral, and will promptly furnish to the Lender true copies thereof; and

(d) promptly from time to time upon the request of the Lender, execute and deliver such short-form security agreements as the Lender may reasonably deem necessary or desirable to protect the interests of the Lender in respect of that portion of the Collateral consisting of registered Intellectual Property (or applications therefor).

5.02 Other Financing Statements or Control. Except for Permitted Liens, no Grantor shall (a) file or suffer to be on file, or authorize or permit to be filed or to be on file, in any jurisdiction, any financing statement or like instrument with respect to any of the Collateral in which the Lender is not named as the sole secured party for the benefit of the Secured Creditors, or (b) cause or permit any Person other than the Lender to have "control" (as defined in Section 9-104, 9-105, 9-106 or 9-107 of the NYUCC) of any Deposit Account, Electronic Chattel Paper, Investment Property or Letter-of-Credit Right constituting part of the Collateral.

5.03 Preservation of Rights. The Lender shall not be required to take steps necessary to preserve any rights against prior parties to any of the Collateral.

5.04 Special Provisions Relating to Certain Collateral.

(a) Pledged Shares.

(i) The Grantors will cause the Pledged Shares to constitute at all times (1) 100% of the total number of Shares of each Issuer other than a Foreign Subsidiary then outstanding owned by any Grantor and (2) in the case of any Issuer that is a Foreign Subsidiary, 65% of the total number of shares of outstanding stock of such Issuer.

(ii) So long as no Event of Default shall have occurred and be continuing, the Grantors shall have the right to exercise all voting, consensual and other powers of ownership pertaining to the Pledged Shares for all purposes not inconsistent with the terms of this Agreement, the Loan Documents or any other instrument or agreement referred to herein or therein, provided that the Grantors jointly and severally agree that they will not vote the Pledged Shares in any manner that is inconsistent with the terms of this Agreement, the Loan Documents or any such other instrument or agreement; and the Lender shall execute and deliver to the Grantors or cause to be executed and delivered to the Grantors all such proxies, powers of attorney, dividend and other orders, and all such instruments, without recourse, as the Grantors may reasonably request for the purpose of

enabling the Grantors to exercise the rights and powers that they are entitled to exercise pursuant to this Section 5.04(a)(ii).

(iii) Unless and until an Event of Default shall have occurred and be continuing, the Grantors shall be entitled to receive and retain any dividends, distributions or proceeds on the Pledged Shares paid in cash out of earned surplus.

(iv) If an Event of Default shall have occurred and be continuing, whether or not the Secured Creditors or any of them exercise any available right to declare any Secured Obligations due and payable or seek or pursue any other relief or remedy available to them under applicable law or under this Agreement, the Loan Documents or any other agreement relating to such Secured Obligation, all dividends and other distributions on the Pledged Shares shall be paid directly to the Lender and retained by it as part of the Collateral, subject to the terms of this Agreement, and, if the Lender shall so request in writing, the Grantors jointly and severally agree to execute and deliver to the Lender appropriate additional dividend, distribution and other orders and documents to that end, provided that if such Event of Default is cured, any such dividend or distribution theretofore paid to the Lender shall, upon request of the Grantors (except to the extent theretofore applied to the Secured Obligations), be returned by the Lender to the Grantors.

(b) Intellectual Property.

(i) For the purpose of enabling the Lender to exercise rights and remedies under Section 5.05 at such time as the Lender shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, each Grantor hereby grants to the Lender, to the extent assignable, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to such Grantor) to use, assign, license or sublicense any of the Intellectual Property now owned or hereafter acquired by such Grantor, wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof.

(ii) Notwithstanding anything contained herein to the contrary, but subject to the provisions of Section 11(h) of the Credit Agreement that limit the rights of the Grantors to dispose of their property, so long as no Event of Default shall have occurred and be continuing, the Grantors will be permitted to exploit, use, enjoy, protect, license, sublicense, assign, sell, dispose of or take other actions with respect to the Intellectual Property in the ordinary course of the business of the Grantors. In furtherance of the foregoing, so long as no Event of Default shall have occurred and be continuing, the Lender shall from time to time, upon the request of the respective Grantor (through the Borrower), execute and deliver any instruments, certificates or other documents, in the form so requested, that such Grantor (through the Borrower) shall have certified are appropriate in its judgment to allow it to take any action permitted above (including relinquishment of the license provided pursuant to clause (i) immediately above as to any

specific Intellectual Property). Further, upon the payment in full of all of the Secured Obligations and cancellation or termination of the Revolving Facility and all outstanding Letters of Credit or earlier expiration of this Agreement or release of the Collateral, the Lender shall grant back to the Grantors the license granted pursuant to clause (i) immediately above. The exercise of rights and remedies under Section 5.05 by the Lender shall not terminate the rights of the holders of any licenses or sublicenses theretofore granted by the Grantors in accordance with the first sentence of this clause (ii).

(c) **Chattel Paper.** The Grantors will (i) deliver to the Lender each original of each item of Chattel Paper at any time constituting part of the Collateral, and (ii) cause each such original and each copy thereof to bear a conspicuous legend, in form and substance reasonably satisfactory to the Lender, indicating that such Chattel Paper is subject to the security interest granted hereby and that purchase of such Chattel Paper by a Person other than the Lender without the consent of the Lender would violate the rights of the Lender.

5.05 Remedies.

(a) **Rights and Remedies Generally upon Default.** If an Event of Default shall have occurred and is continuing, the Lender shall have all of the rights and remedies with respect to the Collateral of a secured party under the NYUCC (whether or not the NYUCC is in effect in the jurisdiction where the rights and remedies are asserted) and such additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted, including the right, to the fullest extent permitted by law, to exercise all voting, consensual and other powers of ownership pertaining to the Collateral as if the Lender were the sole and absolute owner thereof (and each Grantor agrees to take all such action as may be appropriate to give effect to such right); and without limiting the foregoing:

(i) the Lender in its discretion may, in its name or in the name of any Grantor or otherwise, demand, sue for, collect or receive any money or other property at any time payable or receivable on account of or in exchange for any of the Collateral, but shall be under no obligation to do so;

(ii) the Lender may make any reasonable compromise or settlement deemed desirable with respect to any of the Collateral and may extend the time of payment, arrange for payment in installments, or otherwise modify the terms of, any of the Collateral;

(iii) the Lender may require the Grantors to notify (and each Grantor hereby authorizes the Lender to so notify) each account debtor in respect of any Account, Chattel Paper or General Intangible, and each obligor on any Instrument, constituting part of the Collateral that such Collateral has been assigned to the Lender hereunder, and to instruct that any payments due or to become due in respect of such Collateral shall be made directly to the Lender or as it may direct (and if any such payments, or any other

Proceeds of Collateral, are received by any Grantor they shall be held in trust by such Grantor for the benefit of the Lender and as promptly as possible remitted or delivered to the Lender for application as provided herein);

(iv) the Lender may require the Grantors to assemble the Collateral at such place or places, reasonably convenient to the Lender and the Grantors, as the Lender may direct;

(v) the Lender may require the Grantors to cause the Pledged Shares to be transferred of record into the name of the Lender or its nominee (and the Lender agrees that if any of such Pledged Shares is transferred into its name or the name of its nominee, the Lender will thereafter promptly give to respective Grantor (through the Borrower) copies of any notices and communications received by it with respect to such Pledged Shares); and

(vi) the Lender may sell, lease, assign or otherwise dispose of all or any part of the Collateral, at such place or places as the Lender deems best, and for cash or for credit or for future delivery (without thereby assuming any credit risk), at public or private sale, without demand of performance or notice of intention to effect any such disposition or of the time or place thereof (except such notice as is required by applicable statute and cannot be waived), and the Lender or any other Secured Creditor or anyone else may be the purchaser, lessee, assignee or recipient of any or all of the Collateral so disposed of at any public sale (or, to the extent permitted by law, at any private sale) and thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any right or equity of redemption (statutory or otherwise), of the Grantors, any such demand, notice and right or equity being hereby expressly waived and released except as otherwise required under applicable law. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the goodwill connected with and symbolized by the Trademark Collateral subject to such disposition shall be included. The Lender may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the sale may be so adjourned.

The Proceeds of each collection, sale or other disposition under this Section 5.05, including by virtue of the exercise of any license granted to the Lender in Section 5.04(b), shall be applied in accordance with Section 5.09.

(b) **Certain Securities Act Limitations.** The Grantors recognize that, by reason of certain prohibitions contained in the Securities Act of 1933, as amended, and applicable state securities laws, the Lender may be compelled, with respect to any sale of all or any part of the Collateral, to limit purchasers to those who will agree, among other things, to acquire the Collateral for their own account, for investment and not with a view to the distribution or resale thereof. The Grantors acknowledge that any such private sales may be at prices and on terms less favorable to the Lender than those obtainable through a public sale

without such restrictions, and, notwithstanding such circumstances, agree that any such private sale shall be deemed to have been made in a commercially reasonable manner and that the Lender shall have no obligation to engage in public sales and no obligation to delay the sale of any Collateral for the period of time necessary to permit the issuer thereof to register it for public sale.

(c) **Notice.** The Grantors agree that to the extent the Lender is required by applicable law to give reasonable prior notice of any sale or other disposition of any Collateral, ten Business Days' notice shall be deemed to constitute reasonable prior notice.

5.06 **Deficiency.** If the proceeds of sale, collection or other realization of or upon the Collateral pursuant to Section 5.05 are insufficient to cover the costs and expenses of such realization and the payment in full of the Secured Obligations, the Grantors shall remain liable for any deficiency.

5.07 **[Reserved].**

5.08 **Private Sale.** The Secured Creditors shall incur no liability as a result of the sale of the Collateral, or any part thereof, at any private sale pursuant to Section 5.05 conducted in a commercially reasonable manner. Except as otherwise required under applicable law, each Grantor hereby waives any claims against the Secured Creditors arising by reason of the fact that the price at which the Collateral may have been sold at such a private sale was less than the price that might have been obtained at a public sale or was less than the aggregate amount of the Secured Obligations, even if the Lender accepts the first offer received and does not offer the Collateral to more than one offeree.

5.09 **Application of Proceeds.** Except as otherwise herein expressly provided and except as provided below in this Section 5.09, the Proceeds of any collection, sale or other realization of all or any part of the Collateral pursuant hereto, and any other cash at the time held by the Lender under this Section 5, shall be applied by the Lender pursuant to the terms of the Credit Agreement.

5.10 **Attorney-in-Fact.** Without limiting any rights or powers granted by this Agreement to the Lender while no Event of Default has occurred and is continuing, upon the occurrence and during the continuance of any Event of Default the Lender is hereby appointed the attorney-in-fact of each Grantor for the purpose of carrying out the provisions of this Section 5 and taking any action and executing any instruments that the Lender may deem necessary or advisable to accomplish the purposes hereof, which appointment as attorney-in-fact is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, so long as the Lender shall be entitled under this Section 5 to make collections in respect of the Collateral, the Lender shall have the right and power to receive, endorse and collect all checks made payable to the order of any Grantor representing any dividend, payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same.

5.11 Perfection and Recordation. Each Grantor authorizes the Lender to file Uniform Commercial Code financing statements describing the Collateral as "all assets" or "all personal property and fixtures" of such Grantor (provided that no such description shall be deemed to modify the description of Collateral set forth in Section 4).

5.12 Termination. When all Secured Obligations shall have been indefeasibly paid in full and the Revolving Facility as well as all Letters of Credit shall have expired or been terminated (other than contingent obligations which survive termination), this Agreement shall automatically terminate, and the Lender shall forthwith cause to be assigned, transferred and delivered, against receipt but without any recourse, warranty or representation whatsoever, any remaining Collateral and money received in respect thereof, to or on the order of the respective Grantor and to be released and canceled all licenses and rights referred to in Section 5.04(b). The Lender shall also, at the expense of such Grantor, execute and deliver to the respective Grantor upon such termination such Uniform Commercial Code termination statements and such other documentation as shall be reasonably requested by the respective Grantor to acknowledge the termination and release of the Liens on the Collateral as required by this Section 5.12.

5.13 Further Assurances. Each Grantor agrees that, from time to time upon the written request of the Lender, such Grantor will execute and deliver such further documents and do such other acts and things as the Lender may reasonably request in order fully to effect the purposes of this Agreement. The Lender shall promptly execute and deliver to the Borrower upon the termination of any Lien such Uniform Commercial Code termination statements and such other documentation as shall be reasonably requested by the Borrower to acknowledge the termination and release of any Lien covering any asset that has been disposed of pursuant to Section 11(h) of the Credit Agreement or that has been disposed of with the consent of the Lender.

Section 6. Miscellaneous.

6.01 Notices. All notices, requests, consents and demands hereunder shall be in writing and telecopied or delivered to the intended recipient at its "Address for Notices" specified pursuant to Section 14.1 of the Credit Agreement and shall be deemed to have been given at the times specified in said Section 14.1. Any notice to be delivered to any Grantor hereunder shall be delivered to the Borrower (at its aforesaid address) on behalf of such Grantor.

6.02 No Waiver. No failure on the part of any Secured Creditor to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by any Secured Creditor of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein are cumulative and are not exclusive of any remedies provided by law.

6.03 Amendments, Etc. The terms of this Agreement may be waived, altered or amended only by an instrument in writing duly executed by the waiving party in the case of a

waiver and otherwise, each Grantor and the Lender. Any such amendment or waiver shall be binding upon the Secured Creditors and each Grantor.

6.04 Expenses. All of the provisions set forth in Section 14.2 (Expenses) of the Credit Agreement are hereby incorporated herein by reference and apply *mutadis mutandis* to this Agreement, and each Grantor agrees to be bound thereby.

6.05 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of each Grantor and the Secured Creditors (**provided** that no Grantor shall assign or transfer its rights or obligations hereunder without the prior written consent of the Lender and the Lender shall not assign or transfer its rights hereunder other than in connection with an assignment pursuant to Section 14.9 of the Credit Agreement).

6.06 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

6.07 Governing Law; Submission to Jurisdiction; Etc.

(a) **Governing Law.** This Agreement shall be construed in accordance with and governed by the law of the State of New York.

(b) **Submission to Jurisdiction.** Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York in the Borough of Manhattan, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that any Secured Creditor may otherwise have to bring any action or proceeding relating to this Agreement against any Grantor or its properties in the courts of any jurisdiction.

(c) **Waiver of Venue.** Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) **Service of Process.** Each party to this Agreement irrevocably consents to

service of process in the manner provided for notices in Section 6.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

6.08 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

6.08 Captions. The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

6.10 Agents and Attorneys-in-Fact. The Lender may employ agents and attorneys-in-fact in connection herewith and shall not be responsible for the negligence or misconduct of any such agents or attorneys-in-fact selected by it in good faith.

6.11 Severability. If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (a) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Secured Creditors in order to carry out the intentions of the parties hereto as nearly as may be possible and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

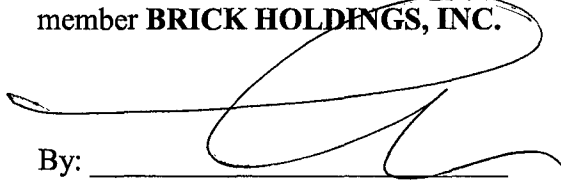
6.12 Additional Grantors. As contemplated by Section 7.4 of the Credit Agreement, certain Subsidiaries of the Borrower formed or acquired after the date hereof, or certain other Subsidiaries not then a party hereto, may be required to become an "Grantor" under this Agreement, by executing and delivering to the Lender a Guarantee Assumption Agreement in the form of Exhibit A hereto (a "**Guarantee Assumption Agreement**"). Accordingly, upon the execution and delivery of any such Guarantee Assumption Agreement by any such new Subsidiary, such new Subsidiary shall automatically and immediately, and without any further action on the part of any Person, become an "Grantor" under and for all purposes of this Agreement, and each of the Annexes hereto shall be supplemented in the manner specified in such Guarantee Assumption Agreement. In addition, upon the execution and delivery of any such Guarantee Assumption, the new Grantor makes the representations and warranties set forth in Section 3 hereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Guarantee and Security Agreement to be duly executed and delivered as of the day and year first above written.

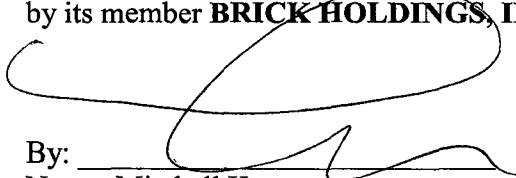
OBLIGORS

MICROSPECIALITIES, LLC by its
member **BRICK HOLDINGS, INC.**



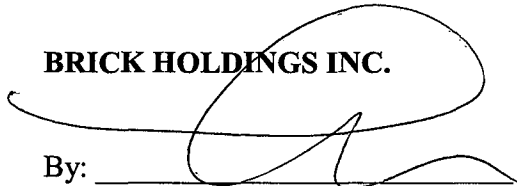
By: _____
Name: Mitchell Korman
Title: Chief Executive Officer, President and Secretary

HANSA OPHTHALMICS LLC by its
member **MICROSPECIALITIES, LLC**,
by its member **BRICK HOLDINGS, INC.**



By: _____
Name: Mitchell Korman
Title: Chief Executive Officer, President and Secretary

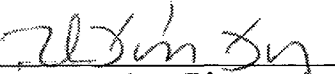
BRICK HOLDINGS INC.




By: _____
Name: Mitchell Korman
Title: Chief Executive Officer, President and Secretary

U.S. Guarantee and Security Agreement

THE TORONTO-DOMINION BANK,
as Lender

By: 
Name: **Diana Frias**
Title: **Manager Commercial Credit**
TD Commercial Banking

By: 
Name: **ALEXANDRE GYGER**
Title: **DIRECTOR, NATIONAL ACCOUNTS**

U.S. Guarantee and Security Agreement

ANNEX 1

FILING DETAILS

Name of Grantor	Jurisdiction of organization	Organizational ID	Mailing Address
Hansa Ophthalmics LLC	Delaware	6422595	4011 NW 79 th Avenue, Doral, FL 33172
MICROSpecialties, LLC	Delaware	6233263	430 Smith Street, Middletown, CT 06457
Brick Holdings, Inc.	Delaware	6233259	430 Smith Street, Middletown, CT 06457

Annex 1 to Guarantee and Security Agreement

ANNEX 2

NEW DEBTOR EVENTS

- Nil

Annex 2 to Guarantee and Security Agreement

PLEDGED SHARES AND PROMISSORY NOTES**Pledged Shares**

Name of Issuer	Shareholding and description of the number and class of shares
Hansa Ophthalmics LLC	1,000 Membership Units, issued to MICROSpecialties, LLC. Represented by Certificate No. 1
MICROSpecialties, LLC	5,800 Membership Units, issued to Brick Holdings, Inc. Represented by Certificate No. 1
MICROSpecialties, LLC	2,146 Membership Units, issued to Brick Holdings, Inc. Represented by Certificate No. 3
MICROSpecialties, LLC	19,078 Membership Units, issued to Brick Holdings, Inc. Represented by Certificate No. 5

Promissory Notes

- Nil

Annex 3 to Guarantee and Security Agreement

ANNEX 4

**LIST OF DEPOSIT ACCOUNTS, AND SECURITIES ACCOUNTS AND COMMODITY
ACCOUNTS**

Bank Account #	Bank	Company	Description	Currency
3248333540	TD Bank New York	MICROSpecialties, LLC	Checking Account	USD

Annex 4 to Guarantee and Security Agreement

ANNEX 5

LIST OF COMMERCIAL TORT CLAIMS

- Nil.

Annex 5 to Guarantee and Security Agreement

INTELLECTUAL PROPERTY

**Part A
Copyrights**

Nil.

**Part B
Trademarks**

Grantor	Trade Name
Hansa Ophthalmics LLC	Precision Machine Technology, LLC
MICROSpecialties, LLC	Pro-Paks

**Part C
Patents**

Nil.

Annex 6 to Guarantee and Security Agreeem

EXHIBIT A

[Form of Guarantee Assumption Agreement]

GUARANTEE ASSUMPTION AGREEMENT

GUARANTEE ASSUMPTION AGREEMENT dated as of _____, ____ by [NAME OF ADDITIONAL OBLIGOR], a [jurisdiction of organization of entity] [type of entity] (the “**Additional Grantor**”), in favor of The Toronto-Dominion Bank as lender (the “**Lender**”).

7761210 Canada Inc., a corporation duly organized and validly existing under the laws of Canada (the “**Borrower**”) and the Lender are parties to an Amended and Rested Credit Agreement dated as of July 10, 2017 (as further amended, supplemented, amended and restated, replaced or otherwise modified and in effect from time to time, the “**Credit Agreement**”). In connection with the Credit Agreement, certain affiliates of the Borrower and the Lender are parties to a Guarantee and Security Agreement dated as of July 14, 2017 (as amended, supplemented, amended and restated, replaced or otherwise modified and in effect from time to time, the “**Guarantee and Security Agreement**”).

Pursuant to Section 6.12 of the Guarantee and Security Agreement, the Additional Grantor hereby agrees to become an “Grantor” for all purposes of the Guarantee and Security Agreement (and hereby supplements each of the Annexes to the Guarantee and Security Agreement in the manner specified in Appendix A hereto). Without limiting the foregoing, (a) the Additional Grantor hereby, jointly and severally with the other Grantors, guarantees to each Secured Creditor and their respective successors and assigns the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) of all Guaranteed Obligations (as defined in Section 2.01 of the Guarantee and Security Agreement) in the same manner and to the same extent as is provided in Section 2 of the Guarantee and Security Agreement and (b) as collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, the Additional Grantor hereby pledges and grants to the Lender for the benefit of the Secured Parties as provided in the Guarantee and Security Agreement a security interest in all of such Grantor’s right, title and interest in, to and under the Collateral of such Additional Grantor. In addition, the Additional Grantor hereby makes the representations and warranties set forth in Section 3 of the Guarantee and Security Agreement, with respect to itself and its obligations under this Agreement, as if each reference in such Sections to the Loan Documents included reference to this Agreement.

The Additional Grantor hereby instructs its counsel to deliver any opinions to the Secured Creditors required to be delivered in connection with the execution and delivery hereof.

[SIGNATURE PAGES FOLLOW]

Exhibit A to Guarantee and Security Agreement

IN WITNESS WHEREOF, the Additional Grantor has caused this Guarantee Assumption Agreement to be duly executed and delivered as of the day and year first above written.

[NAME OF ADDITIONAL OBLIGOR]

By: _____
Name:
Title:

Accepted and agreed:

THE TORONTO-DOMINION BANK,
as Lender

By: _____
Name:
Title:

Exhibit A to Guarantee and Security Agreement

SUPPLEMENT[S] TO ANNEX[ES] TO SECURITY AGREEMENT

Supplement to Annex 1:

[to be completed]

[Supplement to Annex 2:

[to be completed]

Supplement to Annex 3:

[to be completed]

Supplement to Annex 4:

[to be completed]

Supplement to Annex 5:

[to be completed]

Supplement to Annex 6:

[to be completed]

Exhibit A to Guarantee and Security Agreement